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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Eberstadt, George A.; Sturtevant, Reed P.W.; Kresch, Jeffrey A.
Assignee: E.piphany Inc.
Title: MANAGING THE RELATIONSHIPS OF PARTIES INTERACTING
ON A NETWORK
Serial No.: 09/478,112 Filing Date: January 4, 2000
Examiner: Unassigned Group Art Unit: 2768
Docket No.: M-11846 US



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San Jose, California

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COMMISSIONER FOR PATENTS
Washington, D.C. 20231

Technology Center 2100

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST

Sir:

The above-identified assignee hereby revokes all powers of attorney previously given and appoints hereby the following attorney and/or agents to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer Number 24251



Please address all correspondence and telephone calls regarding this application to:

Fabio E. Marino
SKJERVEN MORRILL MacPHERSON LLP
25 Metro Drive, Suite 700
San Jose, California 95110

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified

LAW OFFICES OF
SKJERVEN MORRILL
MacPHERSON LLP

25 METRO DRIVE
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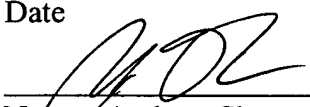
patent application by virtue of a chain of title from the inventors of the above-identified patent application to the above-identified assignee as shown below:

1. From: Reed Padi Maw Sturtevant To Radnet, Inc. This document was recorded in the Patent and Trademark Office at Reel 010777, Frame 0896.
2. From: George A. Eberstadt To Radnet, Inc. This document was recorded in the Patent and Trademark Office at Reel 010777, Frame 0896.
3. From: Jeffrey A. Kresch To Radnet, Inc. This document was recorded in the Patent and Trademark Office at Reel 010777, Frame 0896.
4. From Radnet Recovery LLC To E.piphany, Inc., for which a copy is attached. Attached is a copy of the Notice of Recordation of Assignment Document, Recordation Cover Sheet and Assignment signed by inventors for items 1-3 above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

12-14-01

Date



Name: Andrew Sherman
Title: Vice President , General Counsel

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JULY 13, 2000

FISH & RICHARDSON P.C.
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225 FRANKLIN STREET
BOSTON, MA 02110-2804

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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/24/2000

REEL/FRAME: 010777/0896
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

STURTEVANT, REED PADI MAW

DOC DATE: 03/30/2000

ASSIGNOR:

EBERSTADT, GEORGE A.

DOC DATE: 03/22/2000

ASSIGNOR:

KRESCH, JEFFREY A.

DOC DATE: 03/22/2000

ASSIGNEE:

RADNET, INC.
107 AUDUBON ROAD
WAKEFIELD, MASSACHUSETTS 01880

SERIAL NUMBER: 09478112
PATENT NUMBER:

FILING DATE: 01/04/2000
ISSUE DATE:

Kym 7/20/00

010777/0896 PAGE 2

LAWAN FLETCHER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

05-15-2000

RECC



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4/24/00

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Assistant Commissioner for Patents: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies): Reed Padi Maw Sturtevant George A. Eberstadt Jeffrey A. Kresch Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Radnet, Inc. 107 Audubon Road Wakefield, MA 01880 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: March 30, 2000; March 22, 2000; March 22, 2000, respectively		4. Application number(s) or patent number(s): 09/478,112 If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): B. Patent No(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: DAVID L. FEIGENBAUM Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110-2804			
6. Total number of applications/patents involved: 1		7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.	
		8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.	
DO NOT USE THIS SPACE			
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> David L. Feigenbaum Reg. No. 30,378 Name of Person Signing [Signature] Signature 4/24/00 Date			
Total number of pages including coversheet, attachments and document: 5			

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CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. EL245449143US

I hereby certify under 37 CFR §1.10 that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office to Addressee with sufficient postage on the date indicated below and is addressed to the Commissioner of Patents, Washington, D.C. 20231.

April 24, 2000
Date of Deposit

Signature

[Signature]

Typed Name of Person Signing Certificate

Samantha Bell

ASSIGNMENT

For valuable consideration, we, Reed Padi Maw Sturtevant of Lexington, MA, George A. Eberstadt of New York, NY, and Jeffrey A. Kresch of Boston, MA hereby assign to, RADNET, INC, a Delaware corporation having a place of business at: 107 Audubon Road, Wakefield, MA 01880 and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by us this day, entitled MANAGING RELATIONSHIPS OF PARTIES INTERACTING ON A NETWORK, filed January 4, 2000, and assigned U.S. Serial Number 09/489,112, and we authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at Wakefield, MA,
this 30 day March of, 2000
Reed Padi Maw Sturtevant L.S.
Reed Padi Maw Sturtevant

State of Massachusetts :

: ss.

County of Middlesex

Before me this 30 day of March, 2000, personally appeared
Reed Padi Maw Sturtevant known to me to be the person whose name is subscribed to the
foregoing Assignment and acknowledged that he executed the same as his free act and deed for
the purposes therein contained.

Sandra J. Lupiano
Notary Public
My commission expires Apr. 27, 2001
My Commission Expires:

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at Wakefield, MA,
this 22nd day of March, 2000
George A. Eberstadt L.S.

State of Massachusetts :

: ss.

County of Essex :

Before me this 22nd day of March, 2000, personally appeared
George A. Eberstadt known to me to be the person whose name is subscribed to the foregoing
Assignment and acknowledged that he executed the same as his free act and deed for the
purposes therein contained.

Mary Kathryn Deo
Notary Public

My Commission Expires:

7/10/2003

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at Wakefield, MA,
this 22 day March of, 2000
Jeffrey A. Kresch L.S.

State of Massachusetts :

: ss.

County of Essex :

Before me this 22nd day of March, 2000, personally appeared
Jeffrey A. Kresch known to me to be the person whose name is subscribed to the foregoing
Assignment and acknowledged that he executed the same as his free act and deed for the
purposes therein contained.

Mary Kathryn Doss
Notary Public
My Commission Expires: 7/10/2003

[Notary's Seal Here]

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is entered into as of January 29, 2001 ("**Effective Date**") by and among E.piphany, Inc., a Delaware corporation ("**Buyer**"); and Radnet Recovery LLC, a Delaware limited liability company ("**Seller**") and Warburg, Pincus Ventures, L.P., a Delaware limited partnership ("**Warburg**").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to acquire from Seller, certain software programs and certain related assets upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and the representations, warranties and agreements set forth in this Agreement, Buyer, and Seller agree as follows:

1. **DEFINITIONS.** The following terms, as used in this Agreement, will have the following meanings:

1.1 "**Assets**" has the meaning set forth in Section 2.1.

1.2 "**Copyrights**" means (i) any copyright in any original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. Section 101 et seq., whether registered or unregistered, including any applications for registration thereof, (ii) any corresponding foreign copyrights under the laws of any jurisdiction, in each case, whether registered or unregistered, and any applications for registration thereof, and (iii) moral rights under the laws of any jurisdiction.

1.3 "**Holdback Amount**" means common stock of the Buyer valued at 10% of the Purchase Price.

1.4 "**Intellectual Property**" means any and all: (i) Copyrights; (ii) inventions, invention disclosures, trade secrets, proprietary information and know-how; (iii) Patents and Patent applications; and (iv) all right, title and interest in and to any and all causes of action and rights of recovery for past infringement, or misappropriation, relating to any of the foregoing; in each case relating to the Product.

1.5 "**Patents**" means patent applications and patents, and all divisions, continuations, continuations-in-part, and substitutions thereof; all foreign patent applications corresponding to the preceding applications; and all U.S. and foreign patents issuing on any of the preceding applications, including extensions, reissues, and re-examinations.

1.6 "**Product**" has the meaning set forth in Section 2.1.

1.7 "**Purchase Price**" means common stock of Buyer valued at \$9,000,000.00 based on the average of the closing price of such common stock as posted by the Nasdaq National Market System for the ten (10) trading days ending on the date immediately prior to the date hereof.

1.8 **"Registered Intellectual Property"** means all United States, international and foreign: (i) Patents, including applications therefor; (ii) Copyrights registrations and applications to register Copyrights; and (iii) any other application, certificate, filing, registration or other document issued by, filed with, or recorded by, any state, government or other public or private legal authority at any time; in each case relating to the Product.

1.9 **"Software License Agreement"** means the Software License Agreement dated the date hereof between Buyer and Seller.

2. PURCHASE AND SALE

2.1 **Purchase and Sale.** As of the Effective Date, Buyer hereby purchases and acquires from Seller, and Seller hereby sells, transfers, assigns and delivers to Buyer, all right, title and interest of Seller in and to the following assets (the "Assets") free and clear of all liens, mortgages, claims, security interests or encumbrances:

(a) the computer programs described on Schedule A (including all current and prior versions thereof) (the "Products"), and intellectual property rights therein, and all copies thereof in whatever form or medium owned by Seller and as described in Section 2.6); and

(b) the assets described on Schedule A, and all intellectual property rights therein.

2.2 **Liabilities.** Buyer will not be obligated to assume, pay or perform any of the liabilities or obligations of Seller, all such liabilities and obligations (collectively, the "Excluded Liabilities") will remain the responsibilities of Seller.

2.3 **Purchase Price.** Upon successful delivery of all items set forth in Section 2.6, (A) Buyer shall deliver to Seller (i) an aggregate number of shares of common stock of Buyer equal to (1) the Purchase Price less (2) the Holdback Amount and (ii) the executed Software License Agreement and (B) Seller shall deliver the Holdback Amount to the Escrow Agent (as such term is defined in the Escrow Agreement, dated as of the date hereof, among Buyer, Seller and U.S. Bank Trust, N.A. (the "Escrow Agreement")).

2.4 **No Inventory.** Seller hereby certifies to Buyer that it has destroyed all inventories of the Products, including any documentation, owned or possessed by it, except as permitted by the Software License Agreement. Notwithstanding the foregoing, David Scult may retain one (1) copy of the Products for six (6) months after the Effective Date solely to (a) provide access to Buyer, upon Buyer's reasonable request, for purpose of verification of the completeness of the Assets, and the provision of any missing portions to Buyer, and (b) to support those entities that were customers of Radnet, Inc. prior to the Effective Date. After such six (6) month period, David Scult shall delete or destroy his copy of the Products. Seller agrees that David Scult will abide by the provisions of the foregoing two sentences and the confidentiality provisions set forth in Section 3 herein, and agree to them in writing.

2.5 **Transfer Taxes.** Seller shall be liable for and pay all applicable sales, documentary, recording, filing, transfer, income and other taxes payable as a result of the consummation of the transactions contemplated by this Agreement.

2.6 **Delivery.** On or before the Effective Date, Seller shall deliver to Buyer:

(a) One copy of all versions of each Product and all materials in Seller's source control system for such products in a file format compatible with Microsoft Visual Source Safe software;

(b) All copies in Seller's possession of all technical and user documentation and specifications in the possession or under the control of Seller, along with all copies thereof in the possession of any agents or contractors relating to any version of the Product;

(c) One copy, in electronic form (ASCII comma delimited format) of the list of all licenses of the Products as of the Effective Date as well as contact information, status and pricing information regarding such users;

(d) One copy, in ASCII comma delimited format, of the database of information concerning bugs, error, suggestions, workarounds, and other comments relating to the performance of the Products;

(e) One copy, in electronic format, of any benchmark tests or similar reports concerning the Products;

(f) One copy of the report on internationalization described in Schedule A; and

(g) Executed copies of the patent application assignments attached on Schedules B-1, B-2 and B-3.

2.7 **Further Assurances.** Seller agrees that it shall, at Buyer's request and expense, take such further actions as are reasonably necessary to effect transfer of title of the Assets to Buyer, including filing UCC cancellation statements in the appropriate states and localities with respect to the Assets and notices of cancellation of liens with the Patent and Trademark Office.

2.8 **Electronic Delivery.** To the extent practicable, all items in Section 2.6(a) through 2.6(f) shall be delivered to Buyer electronically.

2.9 **Asset Sale Records.** Warburg and Seller shall retain all records regarding their attempts to sell the Assets until four (4) years after the Effective Date.

3. **CONFIDENTIALITY**

3.1 **"Confidential Information"** means any information relating to the Assets, the Products, and any other information disclosed by Buyer to Seller pursuant to this

Agreement, or owned by Buyer (including the information included in the Assets transferred to Buyer pursuant to this Agreement) but held by or in the possession of Seller; provided, however, that Seller may disclose the existence of this Agreement, but not the terms thereof.

3.2 **Non-Disclosure and Non-Use.** Seller shall treat as confidential all Confidential Information, shall not use such Confidential Information except as set forth in this Agreement and the Software License Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, Seller shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information; provided, however, that in no event shall such degree of care be less than reasonable in light of general industry practice.

3.3 **Exclusions.** Notwithstanding anything to the contrary in this Section 3, Seller will not have liability to Buyer with regard to any Confidential Information that:

(i) was in the public domain on the date of this Agreement, or becomes in the public domain after the date of this Agreement through no act or failure to act of Seller;

(ii) was known to Seller without restriction at the time of disclosure as shown by the files of Seller in existence at the time of disclosure to Seller;

(iii) becomes known to Seller without restriction from a source other than Buyer without restriction on disclosure;

(iv) required to be disclosed to any court or governmental authority through the use of oral questions, interrogatories, requests for information or subpoena, civil investigative demand or similar process;

(v) is disclosed with the prior written approval of Buyer; or

(vi) is disclosed to prospective assignees of the Software License Agreement who agree to remain bound by the terms of this Section 3 provided that Source Code (as defined in the Software License Agreement) shall not be disclosed to a prospective assignee.

3.4 **Unauthorized Access.** Seller shall notify Buyer promptly in writing of the existence of any circumstances surrounding unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction or use of the Confidential Information or any portion thereof.

4. REPRESENTATIONS AND WARRANTIES

4.1 **Of Seller and Warburg.** Seller and Warburg hereby represent and warrant to Buyer as follows:

(a) **Organization and Existence.** Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware, and has all limited liability company power and authority necessary to enable it to

own, lease or otherwise hold its properties and assets and to carry on its business as now conducted.

(b) **Authorization.** This Agreement has been duly authorized, executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(c) **Governmental Authorization.** The execution, delivery and performance of this Agreement by Seller, and the consummation of the transactions contemplated hereby by Seller, does not and will not require any consent, approval or action by or in respect of, or any declaration, filing or registration with, any governmental authority, other than the appropriate UCC 3 filings made by Seller.

(d) **Non-Contravention.** The execution, delivery and performance of this Agreement by Seller, and the consummation of the transactions contemplated hereby by Seller, does not and will not: (i) contravene or conflict with the certificate of formation or operating agreement of Seller; (ii) contravene or conflict with or constitute a violation of any law, rule, regulation, judgment, injunction, order or decree binding upon or applicable to the Assets or Seller; or (iii) require any consent, approval or other action by any person not previously given.

(e) **No Liens.** Other than as provided in the Software License Agreement and in the agreements set forth on Schedules C and D hereto, Seller owns all right, title and interest in the Assets, the Products, and the intellectual property rights relating to the Products free and clear of any liens, mortgages, claims, security interests or encumbrances.

(f) **No Transfer.** Subject to Section 4.1(h), Seller has not transferred, and shall not prior to the Effective Date, transfer ownership of any intellectual property in or to the Products to any third party.

(g) **No Payments.** Subject to Section 4.1(q), the transfer of the Assets will not require (i) Seller to make any payment of any kind to any third party for which Buyer shall be responsible, or (ii) to Seller's knowledge, any payment by Buyer to a third party.

(h) **License Agreements.** Schedule C lists all agreements in which the Products, the Assets, or any rights therein have been licensed to any third party.

(i) **Registered Intellectual Property.** Schedule D lists all Registered Intellectual Property owned by, or filed in the name of, Seller.

(j) **Loss of Rights.** The consummation of the transactions contemplated by this Agreement will not result in the loss of, or otherwise adversely affect, any ownership rights of Seller in the Assets or result in the breach or termination of any license, contract or agreement to which Seller is a party respecting the Products, or give rise to any right of termination, cancellation or acceleration of any right or obligation of Seller, except for Seller's license agreements with International Business Machines and Verity, which are not assignable without consent of the licensees.

(k) **No Unfair Competition.** The modification, sale, distribution, and use of the Products does not, and will not violate the rights of any person, or constitute unfair competition or trade practices under the laws of any jurisdiction, and Seller has not received notice from any person claiming that such operation or any act, product, technology or service (including products, technology or services currently under development) constitutes unfair competition or trade practices under the laws of any jurisdiction (nor is Seller aware of any basis therefor).

(l) **No Infringement.** The use, manufacture or sale of the Products does not, and will not, infringe or misappropriate the intellectual property rights of any third party.

(m) **No Infringement by Third Parties.** To the knowledge of Seller, no person is infringing or misappropriating any intellectual property rights in or to the Products.

(n) **No Outstanding Orders.** No Intellectual Property is subject to any proceeding or outstanding decree, order, judgment, agreement or stipulation that restricts in any manner the use, transfer or licensing thereof by Seller or may affect the validity, use or enforceability of such Intellectual Property.

(o) **No Invalidity.** Seller has no knowledge of any fact or circumstance that would render any portion of the Intellectual Property invalid or unenforceable. Without limiting the above, Seller knows of no information, materials or facts, including any prior art, that would render any of Registered Intellectual Property invalid or unenforceable, or would adversely effect any pending application for any Registered Intellectual Property. To the knowledge of Seller, Seller has not failed to disclose or disclosed any fact or circumstance in any Patent application of Seller that would constitute "fraud on the Patent Office" or that would otherwise effect the validity or enforceability of any Patent issuing from such application.

(p) **Litigation; Proceedings.** There is no action, suit or proceeding (or any basis therefor) pending or, to the knowledge of Seller, threatened, or to the knowledge of Seller any investigation pending, against or affecting the Assets, the Products, and the intellectual property rights relating to the Products.

(q) **Brokers.** No broker, agent, finder or investment banker is entitled to any brokerage, finders or other fee or commission from Buyer in connection with this Agreement based upon arrangements made by Seller or any affiliate thereof.

(r) **Year 2000 Compliance.** Seller warrants that the Products are year 2000 compliant. Year 2000 compliant means that a Product, when used in accordance with its operating instructions, will accurately process, display, provide and receive date/time data (including leap year calculations) within and between the 20th and 21st centuries. When used in combination with other products as a system, each Product will correctly process date/time data if the other components used with the Products properly exchange date/time data with it. For any date element represented without the century (i.e., two-digit year dates), the correct century will be unambiguous for all manipulations involving that element.

(s) **No bankruptcy proceedings.** None of the Assets transferred hereby are owned by an entity that is the subject of a bankruptcy proceeding under Title 11 of the United States Code.

(t) **Lien Prior to Acquisition.** Prior to Seller's acquisition of the Assets, Seller had a valid, first priority lien to the Assets.

4.2 **Of Buyer.** Buyer hereby represents and warrants to Seller as follows:

(a) **Organization and Existence.** Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all corporate power and authority necessary to enable it to own, lease or otherwise hold its properties and assets and to carry on its business as now conducted.

(b) **Corporate Authorization.** This Agreement has been duly authorized, executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(c) **Brokers.** No broker, agent, finder or investment banker is entitled to any brokerage, finders or other fee or commission in connection with this Agreement based upon arrangements made by Buyer or any affiliate thereof.

(d) **Shares.** All such shares issued hereby by Buyer have been duly authorized, validly issued and are fully paid and nonassessable.

4.3 **No Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

5. COVENANTS OF SELLER

5.1 **Discharge of Liabilities.** Seller shall continue to pay or be responsible for all of the Excluded Liabilities.

5.2 **Indemnification.** Seller shall, at its own expense, and subject to the provisions of Section 5.3 below, indemnify and hold Buyer (and its officers, employees and agents) harmless from any and all costs, claims, damages, liabilities or losses (including reasonable attorney's fees and disbursements reasonably incurred) arising out of any claims by third parties: (a) relating to title to, ownership of, or interest in, any part of the Assets, or the Products; (b) that the Assets, the Products, or use of any of the foregoing, infringe any intellectual property rights of any third party, or (c) any breach of any representation, warranty, covenant or obligation of Seller ("Losses"). If Seller has acknowledged in writing its obligation to indemnify Buyer in respect of such claim which might give rise to a claim for indemnity under this Section 5.2: (i) Seller will have the right to control the defense or settlement of such claim and may select counsel to direct the defense of such claim, which counsel must be reasonably satisfactory to Buyer; (ii) Seller will arrange for such counsel to inform Buyer on a regular basis

of the status of such case; and will (iii) Buyer will have the right to consult (at its own expense) with regard to and participate in, the defense of any such claim or action and negotiations for its settlement or compromise. If Seller has not acknowledged in writing its obligation to indemnify Buyer in respect of such claim which might give rise to a claim for indemnity under this Section 5.2: (x) Buyer will have the right to control the defense or settlement of such claim and may select counsel to direct the defense of such claim, all at the expense of Seller; and (y) Seller may consult (at its own expense) with regard to and participate in, the defense of any such claim or action and negotiations for its settlement or compromise. Seller and Buyer shall cooperate in connection with the defense or settlement of any such claim. No party shall settle any such claim without the prior written consent of the other parties to this Agreement if any relief, other than the payment of money damages, would be granted by such settlement or if any other party to this Agreement would be liable to the third party for all or any portion of such settlement.

5.3 **Escrow Agreement.** The parties agree that Buyer's sole and exclusive remedy for breach of this Agreement shall be limited to the Holdback Amount pursuant to the procedures set forth in the Escrow Agreement, except for claims which arise out of conduct that constitutes fraud. In no event shall damages payable by Warburg (even if arising from fraud) exceed the Purchase Price.

6. MISCELLANEOUS

6.1 **Bulk Sales.** The parties hereto acknowledge that they will not comply with any "bulk sales" or similar laws in connection with this transaction, if any are applicable. Seller hereby agrees to indemnify Buyer for any Losses incurred as a result of non-compliance with these laws.

6.2 **Nonassignment/Binding Agreement.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law, except in connection with a merger, acquisition, or sale of all or substantially all of such party's assets related to this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

6.3 **Independent Contractors.** The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

6.4 **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

6.5 **Force Majeure.** Neither party will be liable to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

6.6 **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

6.7 **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

6.8 **Integration.** This Agreement, the Registration Rights Agreement, between Buyer and Seller of even date herewith, Investor Representative Statement and Agreement between Buyer and Seller of even date herewith, the Software License Agreement, any side letters and the Escrow Agreement (including the Attachments and any addenda hereto signed by both parties) contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by both parties.

6.9 **Resolution of Conflicts; Arbitration.**

(a) In case of a dispute related to this Agreement, Seller and Buyer shall attempt in good faith to agree upon the rights of the respective parties with respect to each of such claims. If the Seller and Buyer should so agree, a memorandum setting forth such agreement shall be prepared and signed by both parties and shall be furnished to the Escrow Agent pursuant to the Escrow Agreement. The Escrow Agent shall be entitled to rely on any such memorandum and distribute Escrow Shares (as defined in the Escrow Agreement) from the Escrow Fund in accordance with the terms thereof.

(b) If no such agreement can be reached after good faith negotiation, either Buyer or the Seller may demand arbitration of the matter unless the amount of the damage or loss is at issue in pending litigation with a third party, in which event arbitration shall not be commenced until such amount is ascertained or both parties agree to arbitration; and in either such event the matter shall be settled by arbitration conducted by one arbitrator mutually agreeable to Buyer and the Seller. In the event that within thirty (30) days after submission of any dispute to arbitration, Buyer and the Seller cannot mutually agree on one arbitrator, the American Arbitration Association shall select an arbitrator. The arbitrator shall set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the parties an opportunity, adequate in the sole judgment of the arbitrator, to discover relevant information from the opposing parties about the subject matter of the dispute. The arbitrator shall rule upon motions to compel or limit discovery and shall have the authority to impose sanctions, including attorneys' fees and costs, to the same extent as a court of competent law or equity, should the arbitrator determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification. The decision of the arbitrator shall be binding and conclusive upon the parties to this Agreement. Such decision shall be written and shall be supported by written findings of fact and conclusions which shall set forth the award, judgment, decree or order awarded by the arbitrator.

6.10 Arbitration Awards. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any such arbitration shall be held in San Francisco County, California under the rules then in effect of the American Arbitration Association. All expenses relating to the arbitration shall be paid, including without limitation, the respective expenses of each party, the fees of the arbitrator and the administrative fee of the American Arbitration Association, by the losing party.

6.11 Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles.

6.12 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

The parties have signed below to indicate their acceptance of the terms of this Agreement.

BUYER

By: 

Name: KEVIN YEAMAN

Title: CHIEF FINANCIAL OFFICER

SELLER

By: Warburg, Pincus Ventures, L.P., its sole member

By: _____

Name: _____

Title: _____

WARBURG, PINCUS VENTURES, L.P.

By: _____

Name: _____

Title: _____

SCHEDULE A TO
ASSET PURCHASE AGREEMENT
PRODUCTS, PATENTS AND ASSETS

Products:

Portal WorkX
Deal Space

Assets:

Report on Internationalization

SCHEDULE B-1 TO
ASSET PURCHASE AGREEMENT
PATENT ASSIGNMENTS

WHEREAS, Radnet Recovery LLC ("Assignor") and E.piphany, Inc., a Delaware corporation ("Assignee") are parties to that certain Asset Purchase Agreement dated as of January 29, 2001, pursuant to which, in consideration of the delivery of certain shares of Assignee's Common Stock, Assignor sold, conveyed, transferred, assigned and delivered to Assignee all of Assignor's right, title and interest in and to the following patent application (the "Patent Application"):

United States Patent Application for: **MANAGING RELATIONSHIPS OF PARTIES
INTERACTING ON A NETWORK**

Filing/Serial Number: 09/478,112

Date of Filing: 01/04/2000

Assignor does hereby, sell, assign, transfer and convey to Assignee, the entire right, title and interest (a) in and to the Patent Application and the invention disclosed therein (the "Invention"); (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said Invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said Invention in the United States or any other country, including each and every application filed and each and every patent granted on any applications which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each any every patent claim resulting from a reexamination certificate for any and all said patents.

Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extend deemed necessary or desirable by Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said Invention; (g) for legal proceedings involving the Invention, any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided however, that the expense incurred by Inventor in providing such cooperation

SCHEDULE B-2 TO
ASSET PURCHASE AGREEMENT
PATENT ASSIGNMENTS

WHEREAS, Radnet Recovery LLC ("**Assignor**") and E.piphany, Inc., a Delaware corporation ("**Assignee**") are parties to that certain Asset Purchase Agreement dated as of January 29, 2001, pursuant to which, in consideration of the delivery of certain shares of Assignee's Common Stock, Assignor sold, conveyed, transferred, assigned and delivered to Assignee all of Assignor's right, title and interest in and to the following patent application (the "Patent Application"):

United States Patent Application for: **MANAGING RELATIONSHIPS OF PARTIES INTERACTING ON A NETWORK**

Filing/Serial Number: 09/477,254

Date of Filing: 01/04/2000

Assignor does hereby, sell, assign, transfer and convey to Assignee, the entire right, title and interest (a) in and to the Patent Application and the invention disclosed therein (the "Invention"); (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said Invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said Invention in the United States or any other country, including each and every application filed and each and every patent granted on any applications which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each any every patent claim resulting from a reexamination certificate for any and all said patents.

Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said Invention; (g) for legal proceedings involving the Invention, any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided however, that the expense incurred by Inventor in providing such cooperation

shall be paid for by Assignee; and (h) for aid in completing the filing and prosecution of a nonprovisional application claiming benefit of the application.

Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified Patent Application and any patents that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

Assignor warrants unto Assignee and further agrees that Assignor will, without demanding any further consideration therefor, at the request, but at the charges of the Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing from the Patent Application and foreign counterparts and for maintaining and perfecting the Assignee's rights to the Patent Application, particularly in cases of interference and litigation.

Assignor also hereby authorizes the Commissioner of Patents to issue any and all Letters Patent which may be granted upon the Patent Application herein referenced to Assignee, as the assignee to the entire interest therein.

IN WITNESS WHEREOF, this Assignment of Patent is executed at New York New York this 30th day of January, 2001.

Gregory F. Back

Gregory F. Back

ATTEST:

By: Chris Bartel

Name: Chris Bartel

Title: Admin Assist

SCHEDULE B-3 TO
ASSET PURCHASE AGREEMENT
PATENT ASSIGNMENTS

WHEREAS, Radnet Recovery LLC ("Assignor") and E.piphany, Inc., a Delaware corporation ("Assignee") are parties to that certain Asset Purchase Agreement dated as of January 29, 2001, pursuant to which, in consideration of the delivery of certain shares of Assignee's Common Stock, Assignor sold, conveyed, transferred, assigned and delivered to Assignee all of Assignor's right, title and interest in and to the following patent application (the "Patent Application"):

United States Patent Application for: **ASSOCIATION OF BUSINESS OBJECTS**

Filing/Serial Number: 09/684,417

Date of Filing: 10/06/2000

Assignor does hereby, sell, assign, transfer and convey to Assignee, the entire right, title and interest (a) in and to the Patent Application and the invention disclosed therein (the "Invention"); (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said Invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said Invention in the United States or any other country, including each and every application filed and each and every patent granted on any applications which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each any every patent claim resulting from a reexamination certificate for any and all said patents.

Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extend deemed necessary or desirable by Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said Invention; (g) for legal proceedings involving the Invention, any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided however, that the expense incurred by Inventor in providing such cooperation

shall be paid for by Assignee; and (h) for aid in completing the filing and prosecution of a nonprovisional application claiming benefit of the application.

Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified Patent Application and any patents that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

Assignor warrants unto Assignee and further agrees that Assignor will, without demanding any further consideration therefor, at the request, but at the charges of the Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing from the Patent Application and foreign counterparts and for maintaining and perfecting the Assignee's rights to the Patent Application, particularly in cases of interference and litigation.

Assignor also hereby authorizes the Commissioner of Patents to issue any and all Letters Patent which may be granted upon the Patent Application herein referenced to Assignee, as the assignee to the entire interest therein.

IN WITNESS WHEREOF, this Assignment of Patent is executed at New York, this 30th day of January, 2001.

Gregory F. Back

Gregory F. Back

ATTEST:

By: Chris Bartek

Name: Chris Bartek

Title: Admin Assist

SCHEDULE C TO
ASSET PURCHASE AGREEMENT
LICENSE AGREEMENTS

1. Licensed and Developed Works Agreement, dated as of December 1, 1998, between Radnet Inc. ("Radnet") and International Business Machines.
2. License Agreement, dated as of December 31, 1999, between Radnet and Lucent Technologies Inc.
3. Source License Agreement, dated as of March 9, 2000, between Radnet and Synapsis Solutions, Inc.
4. License Agreement, dated as of March 15, 2000, between Radnet and MAPICS, Inc.
5. Demonstration License Agreement, dated as of May 23, 2000, between Radnet and Andersen Consulting LLP.
6. Source License Agreement, dated as of June 12, 2000, between Radnet and Synapsis Solutions, Inc.
7. License Agreement, dated as of June 20, 2000, between Radnet and Kulicke & Soffa Industries, Inc., as amended.
8. License Agreement, dated as of June 28, 2000, between Radnet and Andersen Consulting LLP.
9. Software License Agreement, dated as of August 24, 2000, between Radnet and General Electric Corporation, Commercial Equipment Financing.
10. Software License Agreement, dated as of December 29, 2000, between Radnet and General Electric Corporation.
11. Source License Agreement, dated as of January 18, 2001, between Radnet and Accenture LLP.
12. PortalworkX License Agreement dated March 27, 2000 with Compaq Corporation.
13. PortalworkX License Agreement dated February 22, 2000 with ABB Alstom Power.
14. PortalworkX License Agreement dated November 18, 1999 with Lazard Freres.
15. PortalworkX License Agreement dated December 10, 1999 with PPI Network.com, Inc.

SCHEDULE D TO
ASSET PURCHASE AGREEMENT

REGISTERED INTELLECTUAL PROPERTY

Name	Date	Description	Registration/Serial No.
MANAGING RELATIONSHIPS OF PARTIES INTERACTING ON A NETWORK	1/4/00	Patent application filed	09/478,112
MANAGING RELATIONSHIPS OF PARTIES INTERACTING ON A NETWORK	1/4/00	Patent application filed	09/477,254
ASSOCIATION OF BUSINESS OBJECTS	10/6/00	Patent application filed	09/684,417

Pursuant to a Master Alliance Agreement, dated as of May 23, 2000, Radnet and Andersen Consulting LLP ("Anderson") have agreed that Radnet will own the copyright to all of the work products jointly developed pursuant to the Consulting Services Agreement dated as of April 26, 2000. Both Radnet and Andersen will jointly own all other proprietary rights in the work products jointly developed pursuant to the Consulting Services Agreement, including the use of such material without any obligation to account to the other party. These work products result from several arrangement letter agreements that Radnet and Andersen have made since February 2000. Radnet has not filed any patents or trademarks with respect to any of the joint work products. Radnet remains obligated to pay Andersen for fees derived from the arrangement letter agreements.